

STANDARD TERMS AND CONDITIONS OF SERVICE OF BRENNANS SOLICITORS AND MIGRATION AGENTS

1.0 Disclosure prior to legal services

- 1.1 Before providing legal services and entry into any costs agreement, this firm is required to provide you with disclosure of information under the *Legal Profession Act 2007 (Qld)*.
- 1.2 A disclosure notice was provided to you with this document and by signing this document or otherwise accepting the offer:
- (a) you acknowledge you have received the disclosure notice; and
 - (b) that you acknowledge that you have read the disclosure notice.

2.0 Acceptance of Offer

- 2.1 This document is an offer to enter into a costs agreement with you. If you accept this offer you will be regarded as having entered into a costs agreement. This means you will be bound by the terms and conditions set out in this document, including being billed in accordance with it. Acceptance may be by any one of the following ways:
- (a) signing and returning a copy of this document; or
 - (b) giving us instructions after receiving this document; or
 - (c) contacting us and advising of your acceptance.
- 2.2 We will provide you with the legal services performed with professional skill and diligence that are set out in this document and will keep you informed of the progress of the matter.
- 2.3 You must:
- (a) provide us with timely, accurate and proper instructions, including all documents and other records relevant to the provided services;
 - (b) act reasonably and take reasonable care to protect your own interests in respect to the matters the subject of this document;
 - (c) satisfy yourself as to the commercial viability of transactions (if any); and
 - (d) where relevant, investigate the bona fides of the other parties to the transaction, checking all financial matters and assessing the commercial soundness of the transactions.
- 2.4 The work that we are instructed to carry out has been indicated on the first page of the costs agreement. A further explanation of the terms used is as follows :
- (a) "General services" – The provision of legal services as requested from time to time to generally represent your interests throughout the duration of this client agreement.
 - (b) "Litigation" – The provision of legal services as requested from time to time, to represent your interests throughout the duration of the costs agreement in any dispute, investigation of a cause of action, court action, alternative dispute process, mediation, tribunal hearing including all interlocutory steps, associated alternative dispute resolution processes, hearing or trial, post-trial steps, appeal and execution.
 - (c) "Advice" – The provision of advice and associated legal services as requested from time to time throughout the duration of this client agreement. on matters including but not limited to contracts, commercial documents, leases, other standard documentation, purchase and sale of property.
 - (d) "Property" "development" – The provision of legal services as requested from time to time by you throughout the duration of this client agreement in relation to property and development work including due diligence inquiries in relation to properties, creation of, acquisition of and disposal of legal and other interests relating to property.
- 2.5 Failure to accept this offer within seven days of the date of the Disclosure Notice accompanying this document may result in the immediate withdrawal of our offer to act.
- 2.6 The law of Queensland will apply to the proposed costs agreement.

3.0 Charges for professional fees, other items, disbursements and outlays

- 3.1 Our professional fees charged as set out in the first page of the costs agreement and where that provides a different method of calculating fees that shall prevail. Our professional fees are usually charged by hourly rate which shall be an amount calculated by reference to the amount of time spent . The lawyers hourly rate is indicated in the cost agreement however rates of non-lawyer staff are
- an hourly rate of: \$110 (plus 10% GST) for a para-legal/clerk services (e.g. collating documents).
 - an hourly rate of: \$ 90 (plus 10% GST) for secretarial services should these exceed the services normally provided to a client.

Time is charged in six minute intervals – with six minutes being the minimum interval recorded for professional services.

- 3.2 Fees for other items are (all exclusive of GST) shall be charged as profit costs:
- Photocopying/scanning \$1.00 per page (first 50 pages), \$.50 next 100 pages, \$.30 next 300 pages (plus 10% GST)
 - Faxes \$1.50 for the first page and \$1.00 for every other page (plus 10% GST)
- A charge will be made for telephone calls; postage which where not specifically itemized will be estimated by the firm depending on the work done.

- 3.3 Expenses and disbursements include:
- Search fees
 - Enquiry fees
 - Court and other filing fees
 - Lodgment fees
 - All government revenue charges (including stamp duty)
 - Transaction specific banking charges
 - Process servers and investigators
 - Clinical records from hospitals
 - Medical, experts' reports and/or other external consultants
 - Witnesses fees and expenses
 - Postage courier and messengers
 - Transcripts charges
 - Other law practice fees (including barrister's fees)
 - Travel expenses and accommodation costs

which will be charged to you on a cost basis, that is, reimburse the expenses incurred.

We use agents to lodge documents and other tasks also electronic searches in order to save costs. These fees shall be charged to you.

- 3.4 All rates, charges, expenses, etc in this document are GST exclusive unless otherwise stated to be inclusive of GST. You will pay us an additional amount on account of any GST which we are liable to pay as a result of any supply we make to you.

4.0 Billing, interest charges and contact person

- 4.1 Bills will be sent to you containing information of professional fees, other charges, disbursements and expenses and GST each month (or if a file exceeds \$1,000) in order to keep you informed of costs. A bill will be delivered at the end of each matter.
- 4.2 Our bills are payable on receipt. If bills remain unpaid for 14 days of becoming due for payment, interest may be charged on the unpaid amount at a benchmark rate being the rate prescribed by regulations under the *Legal Profession Act 2007* which is the rate that is equal to the Cash Rate Target, as defined by the regulations to the LPA, plus two percentage points as at the date of the bill.

In the event that you do not pay this firm's account the proposed costs agreement entitles the exercise of a solicitor's lien. The lien allows us to retain all your documents and trust funds until the account is paid.

- 4.3 For the purpose of this agreement you will be deemed to have received our bill if it is:
- (a) given to you or to your agent personally – on the day it is given to you;
 - (b) sent to you at the address above or to your agent by post then – within two days of posting.

5.0 Engagement of another law practice (e.g. barrister)

- 5.1 In the event that this legal practice engages on your behalf another law practice to provide specialist advice (e.g. a barrister) or services you will be advised. If the advocate provides us with fee disclosures or the basis of fee calculation we shall pass this information on to you. If we become liable to pay interest on any advocate's fees as a consequence of delay on your part we will pass that charge on to you.
- 5.2 As a matter of public policy, the law provides immunity from suit in relation to advocacy. Nothing in this agreement affects an advocate's immunity from suit in relation to any advocacy conducted on your behalf.

6.0 Termination of agreement

- 6.1 You may terminate this agreement at any time.
- 6.2 Should this agreement be terminated at any time, you remain liable for the legal costs up until that time.

- 6.3 If you do not pay monies in accordance with the costs agreement, we may suspend work and may cease acting for you. We will not continue to do the work and may terminate the agreement:
- (a) if you fail to pay our bills or deposit monies to our trust account as required from time to time;
 - (b) if you fail to provide us with adequate instructions within a reasonable time; if you give instructions that are deliberately false or intentionally misleading;
 - (c) if you fail to accept an offer of settlement which we think is reasonable;
 - (d) if you fail to accept advice we (or counsel) give you;
 - (e) if you engage another law practice to advise you on this matter without our consent;
 - (f) if we, on reasonable grounds, believe that we may have a conflict of interest;
 - (g) if you ask us to act unethically; or
 - (h) for other just cause.
- 6.4 If the agreement is terminated either by you or us you will be required to pay our professional fees, fees for other items and expenses and disbursements up to the date of termination.
- 6.5 We will give you notice of our intention to terminate our agreement, and of the grounds on which the notice is based.
- 6.6 On termination, we are entitled to retain possession of your documents and trust money while there is money owing to me/us for my/our professional fees, fees for other items and expenses and disbursements, unless and until security is provided for our costs.

7.0 Retention of your documents

- 7.1 We will, on completion of the Work, retain any papers to which you are entitled, but leave in our possession (except documents deposited in safe custody) for no more than seven (7) years and on the undertaking that we have your authority to destroy the file seven years after the date of the final bill rendered by us in this matter.

8.0 Privacy protection

- 8.1 Personal information about you, provided by you and other sources, is protected under the *Privacy Amendment (Private Sector) Act 2000*. Disclosure of such information may be compelled by law (e.g. under the *Social Security Act*). You also authorise US to disclose such information where necessary to others in furtherance of your claim/matter (e.g. within the law practice, to the Court, the other party or parties to litigation, to valuers, experts, barristers etc).

9.0 Payment/money on account

- 9.1 We may ask you for payments in advance. In this event, the money will be held in trust and you will be advised how it is used. You hereby authorise us to draw on the money for expenses, third party payments and professional fees as they become due.

10.0 Other

Where the person signing on behalf of the client or Associate is other than the named client, (s)he warrants they hold authority to sign on behalf of the client or Associate).

Disclosure Notice (s308) **Legal Profession Act 2007 (Qld)**

1.0 Legal fees – your right

- 1.1 You have the right to:
- Negotiate a costs agreement with us;
 - Receive a bill of costs from us;
 - Request an itemised bill of costs after you receive a lump sum bill from us;
 - Request written reports about the progress of your matter and the costs incurred in your matter;
 - Apply for costs to be assessed within 12 months if you are unhappy with our costs (see para 1 .4 below);
 - Apply for the costs agreement to be set aside (see para 1 .4 below);
 - Accept or reject any offer we make for an interstate costs law to apply to your matter (see para 1 .3 below);
 - Notify us that you require an interstate costs law to apply to your matter (see para 1 .3 below); and
 - Be notified of any substantial change in the matters disclosed in this Notice.
- 1.2 This Disclosure Notice provides you with information about our legal services, the cost of those services and your rights. For more information about your rights, please read the facts sheet titled 'Legal Costs –your right to know'. You can ask us for a copy, or obtain it from the Queensland Law Society or download it from their website at www.qls.com.au.
- 1.3 The law of Queensland will apply to the proposed costs agreement. You have the right enter into a costs agreement with us on the basis that a corresponding law of another state or territory is applicable such as where the legal services are or will be completely or primarily provided in, or where the matter has a substantial connection with that other state or territory. Further you have the right in certain circumstances to notify us in writing in accordance with the time limits of the corresponding law that you require the law of another jurisdiction to apply.
- 1.4 The following avenues are open to you under the terms of the *Legal Profession Act 2007 (Qld)* in the event of a dispute in relation to legal costs
- To apply for a costs assessment within 12 months of delivery of a bill or request for payment or such extended time as may be permitted by the court or costs assessor after considering the reason for the delay (except sophisticated clients as defined in the LPAQ)
 - To apply to set aside the costs agreement within six years or other times as the law permits.

2.0 How this firm charges

- 2.1 Our professional fees charged as set out in the first page of the costs agreement . This is usually at an hourly rate. The costs are subject to a 10% uplift for photocopies, telephones etc. This is a general charge which is part of the costs and not to be considered variable outlays.
- an hourly rate of: \$110 (plus 10% GST) for a para-legal/clerk services (e.g. collating documents).
 - an hourly rate of: \$ 90 (plus 10% GST) for secretarial services should these exceed the services normally provided to a client.
- Time is charged in six minute intervals – with six minutes being the minimum interval recorded for professional services.
 We reserve our right to charge a mark up on our standard fees where the matters require urgency or are complex.
- 2.2 Fees for other items are (all exclusive of GST) shall be charged as profit costs:
- Photocopying/scanning \$1.00 per page (first 50 pages), \$.50 next 100 pages, \$.30 next 300 pages (plus 10% GST)
 - Faxes \$1.50 for the first page and \$1.00 for every other page (plus 10% GST)
- A charge will be made for telephone calls; postage which where not specifically itemized will be estimated by the firm depending on the work done.
- 2.3 Expenses and disbursements include:
- Search fees
 - Enquiry fees
 - Court and other filing fees
 - Lodgment fees
 - All government revenue charges (including stamp duty)

- Transaction specific banking charges
 - Process servers and investigators
 - Clinical records from hospitals
 - Medical, experts' reports and/or other external consultants
 - Witnesses fees and expenses
 - Postage courier and messengers
 - Transcripts charges
 - Other law practice fees (including barrister's fees)
 - Travel expenses and accommodation costs
- which will be charged to you on a cost basis, that is, reimburse the expenses incurred.

We use agents to lodge documents and other tasks also electronic searches in order to save costs. These fees shall be charged to you.

- 2.4 All rates, charges, expenses, etc in this document are GST exclusive unless otherwise stated to be inclusive of GST. You will pay us an additional amount on account of any GST which we are liable to pay as a result of any supply we make to you.

3.0 Estimate of your costs

An estimate of your costs is given on the first page of the costs agreement. It is based on the information available to this firm to date. It is an estimate, not a quotation and subject to change.

4.0 Billing, interest charges and contact person

- 4.1 Bills will be sent to you containing information of professional fees, other charges, disbursements and expenses and GST each month (or if a file exceeds \$1,000) in order to keep you informed of costs. A bill will be delivered at the end of each matter.
- 4.2 Our bills are payable on receipt. If bills remain unpaid for 14 days of becoming due for payment, interest may be charged on the unpaid amount at a benchmark rate being the rate prescribed by regulations under the *Legal Profession Act 2007* which is the rate that is equal to the Cash Rate Target, as defined by the regulations to the LPA, plus two percentage points as at the date of the bill.
- In the event that you do not pay this firm's account the proposed costs agreement entitles the exercise of a solicitor's lien. The lien allows us to retain all your documents and trust funds until the account is paid.
- 4.3 For the purpose of this agreement you will be deemed to have received our bill if it is:
 (a) given to you or to your agent personally – on the day it is given to you;
 (b) sent to you at the address above or to your agent by post then – within two days of posting.
- 4.4 You may contact Paul Brennan or Diane Brennan of this firm regarding your legal costs.

5.0 Substantial changes to disclosure

- 5.1 You will be informed, as soon as is reasonably practicable, of any substantial changes to anything contained in this disclosure document.

6.0 Engagement of another law practice (e.g. barrister)

- 6.1 In the event that this legal practice engages on your behalf another law practice to provide specialist advice (e.g. a barrister) or services you will be advised.

7.0 Ending arrangements

- 7.1 You may end our engagement by written notice however you remain liable for the legal costs up until that time. If you do not pay monies in accordance with the costs agreement, this firm may suspend work and may cease acting for you.

8.0 Costs in court proceedings

- 8.1 If court proceedings are taken on your behalf:
- the court may order that you pay another party's costs (for example, if you lose the case).
 - the court may order the other party to pay your costs of the proceedings and, as a general rule, this will not be the whole of the legal costs you are liable to pay us.

- in the event the court orders you to pay costs, the court ordered costs are payable by you to the other party in addition to the costs liable to be paid pursuant to the proposed costs agreement.
- 8.2 If you are successful in the litigation the following is the range of costs (inclusive of any GST amounts) that may be recovered from the other party say 65-70%. It is not possible at this time to provide an accurate estimate.
- 8.3 If settlement of your claim is being resolved by alternate dispute resolution, prior to any agreement resolving the matter this firm will provide you with a reasonable estimate of our costs payable by you on settlement, a reasonable estimate of the costs you would obtain from the other party on settlement if the settlement is favourable to you or a reasonable estimate of the costs you may have to pay the other party.

I/We acknowledge that we have read and understood the contents of this Disclosure Notice.

Signature (client)

Signature (client)